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UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

**Kenya Hodges,**

Plaintiff,

vs.

**Glendale Healthcare Associates LLC  
d/b/a Bella Vita Health and  
Rehabilitation Center, an Arizona  
Limited Liability Company,**

Defendants.

No.

**VERIFIED COMPLAINT**

Plaintiff, Kenya Hodges (“Plaintiff” or “Kenya Hodges”), sues the Defendant, Glendale Healthcare Associates LLC d/b/a Bella Vita Health and Rehabilitation Center (“Defendant” or “Bella Vita”) and alleges as follows:

**PRELIMINARY STATEMENT**

1. This is an action for unpaid minimum and overtime wages, liquidated damages, attorneys’ fees, costs, and interest under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, et seq., and unpaid minimum wages under the Arizona

1 Minimum Wage Act (“AMWA”), Arizona Revised Statutes (“A.R.S.”) Title 23, Chapter  
2 2, Article 8.

3 2. The FLSA was enacted “to protect all covered workers from substandard  
4 wages and oppressive working hours.” Barrentine v. Ark Best Freight Sys. Inc., 450 U.S.  
5 728, 739 (1981). Under the FLSA, employers must pay all non-exempt employees a  
6 minimum wage of pay for all time spent working during their regular 40-hour  
7 workweeks. See 29 U.S.C. § 206(a). Under the FLSA, employers must pay all non-  
8 exempt employees an overtime rate of pay for all time spent working in excess of 40 hours  
9 in a given workweek. See 29 U.S.C. § 207(a).  
10  
11

12 3. The AMWA, A.R.S § 23-363, et seq., establishes a minimum wage within  
13 the State of Arizona.  
14

### 15 **JURISDICTION AND VENUE**

16 4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and  
17 29 U.S.C. § 201, *et seq.* because this civil action arises under the Constitution and law of  
18 the United States. This Court also has subject matter jurisdiction pursuant 28 U.S.C. §  
19 1367 because the state law claims asserted herein are so related to claims in this action  
20 over which this Court has subject matter jurisdiction that they form part of the same case  
21 or controversy under Article III of the United States Constitution.  
22

23 5. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(ii) because  
24 acts giving rise to the claims of Plaintiff occurred within the District of Arizona, and  
25 Defendants regularly conduct business in and have engaged in the wrongful conduct  
26 alleged herein – and, thus, are subject to personal jurisdiction in – this judicial district.  
27

**PARTIES**

1  
2           6.     At all times material to the matters alleged in this Complaint, Plaintiff was  
3 an individual residing in Maricopa County, Arizona, and is a former employee of  
4 Defendants.

5  
6           7.     At all material times, Defendant is a limited liability company duly licensed  
7 to transact business in the State of Arizona. At all material times, Defendant does  
8 business, has offices, and/or maintains agents for the transaction of its customary  
9 business in Maricopa County, Arizona.

10  
11           8.     At all relevant times, Defendant owned and operated as “Bella Vita Health  
12 and Rehabilitation Center,” an enterprise doing business in Maricopa County, Arizona.

13           9.     Under the FLSA, Defendant is an employer. The FLSA defines  
14 “employer” as any person who acts directly or indirectly in the interest of an employer in  
15 relation to an employee. At all relevant times, Defendant had the authority to hire and  
16 fire employees, supervised and controlled work schedules or the conditions of  
17 employment, determined the rate and method of payment, and maintained employment  
18 records in connection with Plaintiff’s employment with Defendant. As a person who  
19 acted in the interest of Defendant in relation to Bella Vita’s employees, Defendant is  
20 subject to liability under the FLSA.

21  
22           10.    At all relevant times, Plaintiff was an “employee” of Defendant as defined  
23 by the FLSA, 29 U.S.C. § 201, *et seq.*

24  
25           11.    The provisions set forth in the FLSA, 29 U.S.C. § 201, *et seq.*, apply to  
26 Defendant.  
27

1           12. At all relevant times, Defendant was and continues to be an “employer” as  
2 defined by the FLSA, 29 U.S.C. § 201, *et seq.*

3           13. The provisions set forth in the A.R.S. Title 23, Articles 7 and 8 apply to  
4 Defendant.

5           14. At all relevant times, Plaintiff was an “employee” of Defendant as defined  
6 by A.R.S. § 23-362.

7           15. At all relevant times, Defendant was and continues to be an “employer” of  
8 Plaintiff as defined by A.R.S. § 23-362.

9           16. Defendant individually and/or through an enterprise or agent, directed and  
10 exercised control over Plaintiff’s work and wages at all relevant times.

11           17. Plaintiff, in her work for Defendant, was employed by an enterprise  
12 engaged in commerce that had annual gross sales of at least \$500,000.

13           18. At all relevant times, Plaintiff, in her work for Defendant, was engaged in  
14 commerce or the production of goods for commerce.

15           19. At all relevant times, Plaintiff, in her work for Defendant, was engaged in  
16 interstate commerce.

17           20. Plaintiff, in her work for Defendant, regularly handled goods produced or  
18 transported in interstate commerce.

19  
20  
21  
22  
23                                   **FACTUAL ALLEGATIONS**

24           21. Defendant owns and/or operates as Bella Vita Health and Rehabilitation  
25 Center, an enterprise that is a nursing and rehabilitation facility doing business in  
26 Maricopa County, Arizona.  
27

1           22. At all relevant times, Plaintiff began working for Defendant in  
2 approximately November 2022.

3           23. At all relevant times, in her work for Defendants, Plaintiff worked as a  
4 human resources and staffing worker for Defendant.

5           24. Defendant, in its sole discretion, agree to pay Plaintiff \$19 per hour.

6           25. At all relevant times, Plaintiff was paid, or supposed to be paid, on a semi-  
7 monthly basis.

8           26. During the pay period from September 16, 2021, and September 30, 2021,  
9 Plaintiff worked approximately 83 hours, including approximately one hour of overtime.

10           27. On or about October 8, 2021, Plaintiff received a paycheck for the pay  
11 period from September 16, 2021, and September 30, 2021, that included the  
12 approximately 83 hours of time worked (the “October 8 Paycheck”).

13           28. Before cashing, depositing, or otherwise negotiating the October 8  
14 Paycheck, Plaintiff inadvertently misplaced the October 8 Paycheck.

15           29. Sometime in early 2023, Plaintiff found the October 8 Paycheck.

16           30. Shortly thereafter, Plaintiff contacted Defendant’s human resources  
17 department to ask whether Defendant could reissue the October 8 Paycheck because it  
18 had expired.

19           31. In response, an individual named Jenna (last name unknown) stated to  
20 Plaintiff that reissuing the check would not be a problem and instructed Plaintiff to bring  
21 the paycheck to Defendant’s human resources department for inspection and reissuance.

1           32. On or about February 14, 2023, Plaintiff brought the October 8 Paycheck to  
2 Defendant's human resources department and left it for Jenna, who was not in the office  
3 when Plaintiff delivered the October 8 Paycheck.

4           33. For some time, Plaintiff did not receive confirmation from Jenna or anyone  
5 from Defendant's human resources department, so she contacted Defendant's human  
6 resources department by telephone to confirm.

8           34. During that telephone call, Jenna confirmed receipt of the October 8  
9 Paycheck.

10           35. For weeks, no one sent or reissued a new paycheck to Plaintiff.

11           36. On or about March 3, 2023, Plaintiff went back into Defendant's human  
12 resources department to ask about the October 8 Paycheck, and she was told the Jenna  
13 was not there.

14           37. Since that date, Plaintiff has still not received a reissued check for the  
15 October 8 Paycheck.

16           38. To date, no one from Defendant's human resources department has  
17 contacted Plaintiff about the October 8 Paycheck.

18           39. To date, Defendants have taken no corrective action with regard to the  
19 October 8 Paycheck.

20           40. As a result of the aforementioned allegations, Defendants never paid  
21 Plaintiff's final paycheck.

1           41. As a result of the aforementioned allegations, Defendants failed to  
2       compensate Plaintiff any wages whatsoever for the final approximately two workweeks  
3       of her employment with Defendants.

4           42. Therefore, for the final approximately two workweeks that Plaintiff worked  
5       for Defendants, Defendants paid Plaintiff no wages whatsoever.

6           43. To date, Defendants have still paid no wages whatsoever to Plaintiff for  
7       such hours worked.

8           44. As a result of not having paid any wage whatsoever to Plaintiff for her final  
9       approximately two workweeks with Defendants, Defendants failed to pay the applicable  
10      minimum wage to Plaintiff.

11           45. As a result of Defendants' failure to compensate Plaintiff any overtime  
12      wage whatsoever for the overtime hours worked in Workweek A, Defendants violated 29  
13      U.S.C. § 207(a).

14           46. As a result of Defendants' failure to compensate Plaintiff any wage  
15      whatsoever for such hours worked, Defendants violated 29 U.S.C. § 206(a).

16           47. As a result of Defendants' failure to compensate Plaintiff any wage  
17      whatsoever for such hours worked, Defendants violated the AMWA, A.R.S. § 23-363.

18           48. As a result of Defendants' willful failure to compensate Plaintiff any wage  
19      whatsoever for such hours worked, Defendants violated the AWA, A.R.S., § 23-350, et  
20      seq.

21           49. Plaintiff was a non-exempt employee.

1           50. Defendants refused and/or failed to properly disclose to or apprise Plaintiff  
2 of her rights under the FLSA.

3           51. Plaintiff is a covered employee within the meaning of the FLSA.

4           52. Defendants individually and/or through an enterprise or agent, directed and  
5 exercised control over Plaintiff's work and wages at all relevant times.  
6

7           53. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover  
8 from Defendants compensation for unpaid minimum wages, an additional amount equal  
9 amount as liquidated damages, interest, and reasonable attorney's fees and costs of this  
10 action under 29 U.S.C. § 216(b).  
11

12           54. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover  
13 from Defendants compensation for unpaid wages, an additional amount equal to twice the  
14 unpaid minimum wages as liquidated damages, interest, and reasonable attorney's fees  
15 and costs of this action under A.R.S. § 23-363.  
16

17           55. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover  
18 from Defendants compensation for her unpaid wages at an hourly rate, to be proven at  
19 trial, in an amount that is treble the amount of her unpaid wages, plus interest thereon,  
20 and her costs incurred under A.R.S. § 23-355.  
21

22                   **COUNT ONE: FAIR LABOR STANDARDS ACT**  
23                   **FAILURE TO PAY MINIMUM WAGE**

24           56. Plaintiff realleges and incorporates by reference all allegations in all  
25 preceding paragraphs.  
26  
27



1           57. As a result of not paying Plaintiff any wage whatsoever for the final  
2 approximately two workweeks of her employment, Defendants failed or refused to pay  
3 Plaintiff the FLSA-mandated minimum wage.

4           58. Defendants' practice of failing or refusing to pay Plaintiff at the required  
5 minimum wage rate violated the FLSA, 29 U.S.C. § 206(a).  
6

7           59. Plaintiff is therefore entitled to compensation for the full applicable  
8 minimum wage at an hourly rate, to be proven at trial, plus an additional equal amount as  
9 liquidated damages, together with interest, reasonable attorney's fees, and costs.  
10

11           **WHEREFORE**, Plaintiff, Kenya Hodges, respectfully requests that this Court  
12 grant the following relief in Plaintiff's favor, and against Defendants:

- 13           A. For the Court to declare and find that the Defendants violated minimum  
14 wage provisions of the FLSA, 29 U.S.C. § 206(a) by failing to pay proper  
15 minimum wages;  
16
- 17           B. For the Court to award Plaintiff's unpaid minimum wage damages, to be  
18 determined at trial;  
19
- 20           C. For the Court to award compensatory damages, including liquidated  
21 damages pursuant to 29 U.S.C. § 216(b), to be determined at trial;  
22
- 23           D. For the Court to award prejudgment and post-judgment interest;  
24
- 25           E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the  
26 action pursuant to 29 U.S.C. § 216(b) and all other causes of action set  
27 forth herein;
- F. Such other relief as this Court shall deem just and proper.

**COUNT TWO: ARIZONA MINIMUM WAGE ACT**  
**FAILURE TO PAY MINIMUM WAGE**

60. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

61. As a result of not paying Plaintiff any wage whatsoever for the final approximately two workweeks of her employment, Defendants failed or refused to pay Plaintiff the Arizona minimum wage.

62. Defendants' practice of failing or refusing to pay Plaintiff at the required minimum wage rate violated the AMWA, 23-363.

63. Plaintiff is therefore entitled to compensation for the full applicable minimum wage at an hourly rate, to be proven at trial, plus an additional amount equal to twice the underpaid wages as liquidated damages, together with interest, reasonable attorney's fees, and costs.

**WHEREFORE**, Plaintiff, Kenya Hodges, respectfully requests that this Court grant the following relief in Plaintiff's favor, and against Defendants:

- A. For the Court to declare and find that the Defendants violated minimum wage provisions of the AMWA, A.R.S. § 23-363 by failing to pay proper minimum wages;
- B. For the Court to award Plaintiff's unpaid minimum wage damages, to be determined at trial;
- C. For the Court to award compensatory damages, including liquidated damages pursuant to A.R.S. § 23-364, to be determined at trial;

1 D. For the Court to award prejudgment and post-judgment interest;

2 E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the  
3 action pursuant to A.R.S. § 23-364 and all other causes of action set forth  
4 herein;

5 F. Such other relief as this Court shall deem just and proper.  
6

7 **COUNT THREE: ARIZONA WAGE ACT**  
8 **FAILURE TO PAY WAGES DUE AND OWING**

9 64. Plaintiff realleges and incorporates by reference all allegations in all  
10 preceding paragraphs.

11 65. As a result of the allegations contained herein, Defendants did not  
12 compensate Plaintiff wages due and owing to her.  
13

14 66. Defendants engaged in such conduct in direct violation of A.R.S. § 23-350.

15 67. As such, unpaid wages for such time Plaintiff worked are owed to Plaintiff  
16 for the final approximately two workweeks she was employed by Defendants.

17 68. Plaintiff is therefore entitled to compensation for her unpaid wages at an  
18 hourly rate, to be proven at trial, in an amount that is treble the amount of her unpaid  
19 wages, plus interest thereon, and her costs incurred.  
20

21 **WHEREFORE**, Plaintiff, Kenya Hodges, requests that this Court grant the  
22 following relief in Plaintiff's favor, and against Defendants:  
23

24 A. For the Court to declare and find that the Defendants violated the unpaid  
25 wage provisions of A.R.S. § 23-350, et seq., by failing to pay wages due  
26 and owing to Plaintiff;  
27

- 1 B. For the Court to award an amount that is treble Plaintiff's unpaid wages  
2 pursuant to A.R.S. § 23-355, in amounts to be determined at trial;  
3 C. For the Court to award prejudgment and post-judgment interest on any  
4 damages awarded;  
5 D. For the Court to award Plaintiff's reasonable attorneys' fees and costs of  
6 the action and all other causes of action set forth in this Complaint; and  
7 E. Such other relief as this Court deems just and proper.  
8

9 **JURY TRIAL DEMAND**

10 Plaintiff hereby demands a trial by jury on all issues so triable.  
11


12 RESPECTFULLY SUBMITTED this 3<sup>rd</sup> day of April, 2023.

13 BENDAU & BENDAU PLLC

14 By: /s/ Clifford P. Bendau, II  
15 Clifford P. Bendau, II  
16 Christopher J. Bendau  
17 *Attorneys for Plaintiff*  
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**VERIFICATION**

Plaintiff, Kenya Hodges, declares under penalty of perjury that she has read the foregoing Verified Complaint and is familiar with the contents thereof. The matters asserted therein are true and based on her personal knowledge, except as to those matters stated upon information and belief, and, as to those matters, she believes them to be true.

  
Kenya Nelson (Apr 3, 2023 19:11 PDT)  
Kenya Hodges